

Company Number: 01451533

COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

ST. LEONARD'S HOSPICE YORK

("the Company")

FRIDAY



A29 *A8HBHH2W* 01/11/2019 #16
COMPANIES HOUSE

CIRCULATION DATE: 3rd October 2019

Pursuant to Chapter 2 of Part 13 Companies Act 2006 (as amended), we the undersigned eligible members of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolution as a special resolution and agree that if duly passed, it shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

SPECIAL RESOLUTION

THAT, the regulations contained in the document attached to this proposed written resolution be and hereby are approved and adapted as the Articles of Association of the Company in substitution for, and to the exclusion of, the Company's existing Articles of Association.

Signatures of eligible members or persons signing on their behalf:

.....
David J. Dickson

Date:

.....
Christine A. Kirk

Date: 18/10/19

.....
David J. Miller

Date: 5.10.2019

.....
Michael W. Sturge

Date:

.....
Alistair M. M. Duncan

Date:

.....
Lavinia J. Norton

Date: 18.10.2019

.....
Katherine A. Flemming

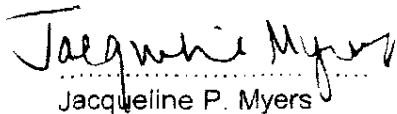
Date: 3.10.19

.....
David J. Alexander

Date: 18/10/19

.....
Juliette E. C. Healey

Date: 29/10/19



Jacqueline P. Myers

Date: 18.10.19



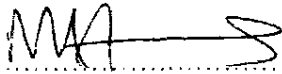
Eamonn M. P. Keogh

Date: 29/10/19



Daniel Cottingham

Date: 7.10.19.



Michael A. Holmes

Date: 5.10.19

Sandra E. Falcus

Date:

Flora E. Cooper

Date:

J. Stuart Roberts

Date:

Brian J. Ormston

Date:

Walter T. Stockdale

Date:

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Date: 4/10/2019

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Date:

.....
Flora E. Cooper

Date:

.....
J. Stuart Roberts

Date:

.....
Brian J. Ormston

Date:

X *[Signature]*
7/10/19

.....
Walter T. Stockdale

Date:

Company Number: 01451533

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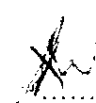
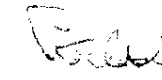
Date:.....

.....
J. Stuart Roberts

Date:.....

.....
Brian J. Ormston

Date:.....

.....
 
Walter T. Stockdale

Date:.....

lupton

putting you ahead

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF**

ST. LEONARD'S HOSPICE YORK

(Registered in England with company number 01451533)

Adopted by special resolution on 29 October 2019

Lupton Fawcett LLP
Stamford House
Piccadilly
York
North Yorkshire
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**ST. LEONARD'S HOSPICE YORK (registered in England with company number 01451533
and at the Charity Commission with number 509294)**

Adopted by special resolution passed on 29 October 2019

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"Act"	means the Companies Act 2006;
"Articles"	means the Charity's articles of association for the time being in force;
"Business Day"	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Chair"	means the person appointed as the Chair of the Trustees pursuant to article 20.1;
"Charities Act"	means the Charities Act 2011;
"Charity"	Means St. Leonard's Hospice York, which is a charitable company regulated by the Articles;
"Charity Commission"	means the Charity Commission for England and Wales;
"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Act;

"Clear Days"

in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

"Connected Person"

means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

"Director"

Means a director of the Charity being also a Trustee;

"document"

includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form and electronic means"

have the meaning given to such terms in section 1168 of the Act;

"Financial Expert"	means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his or her ability in and practical experience of financial and other matters relating to investments;
"Member"	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
"Model Articles"	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
"Objects"	means the objects of the Charity as stated in article 2;
"Special Resolution"	has the meaning given in section 283 of the Act;
"Trustee"	Means a Director of the Charity and Trustees means the Directors;
"United Kingdom"	means Great Britain and Northern Ireland; and
"Vice-Chair"	means the person appointed as the Vice-Chair of Trustees appointed pursuant to article 20.1. The Vice-Chair may also be referred to as the "Deputy Chair";
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

2 Objects

- 2.1 The objects for which the Charity is established are:
- to promote the relief of sickness by such charitable means as the Charity shall from time to time think fit.

3 Powers

- 3.1 In pursuance of the Objects, but not further or otherwise, the Charity has the power to:
- 3.1.1 to establish, maintain and conduct hospices, hospitals, residential nursing homes, residential care homes, day centres, clinics, surgeries, dispensaries, outpatients departments and other facilities in England or Wales; for the care of persons who are suffering from any illness, disability, disease or other infirmity whether physical or mental and by providing medical, nursing, spiritual, bereavement or other care or treatment and attention for any such persons and their family members at any institution of the Charity or in any other location;
- 3.1.2 to provide care for persons who are suffering from any illness, disability, disease or other infirmity whether physical or mental and by providing medical, nursing, spiritual, bereavement or other care or treatment and

attention for any such persons and their family members either in their own homes, in residential care and nursing homes, or in any other location in England and Wales;

- 3.1.3 to establish and conduct training colleges and other places of learning and laboratories and other research establishments;
- 3.1.4 to arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications;
- 3.1.5 to promote or assist in the teaching or training of doctors, nurses, therapists, social workers and other persons engaged in any branch of medicine, surgery, nursing or allied services and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services;
- 3.1.6 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 3.1.7 to make such regulations as to the admission of persons to any hospice, hospital, residential care home, day centre, clinic, surgery, outpatients department or other facility established by or conducted under the direction of the Charity as aforesaid and as to the residence of any persons in any such home as aforesaid as the Charity may think fit, and so that such regulations may provide, either generally or in any particular case or cases for such admission or residence to be either free of charge or subject to such payment as the Charity may think fit;
- 3.1.8 to provide or arrange for a building or premises to be used by the Charity as a place of worship;
- 3.1.9 to conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Charity, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Charity;
- 3.1.10 to arrange fundraising events and operate lotteries to raise funds for any of the purposes of the Charity;

- 3.1.11 to trade in the course of carrying out the Objects and to carry out any other trade which is not expected to give rise to taxable profits;
- 3.1.12 to establish or purchase companies to carry on any trade;
- 3.1.13 subject to articles 4 and 5:
 - (a) to engage, employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (b) to make reasonable provision for the payment of pensions and retirement benefits for employees and their dependents;
- 3.1.14 to open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.15 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity as may be thought expedient with the view to the promotion of its objects;
- 3.1.16 to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and which will further the objects of the Charity;
- 3.1.17 to borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- 3.1.18 to lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 3.1.19 to buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 3.1.20 to set aside funds for particular purposes or as reserves against future expenditure;

- 3.1.21 to invest the monies of the Charity not immediately required for its purpose in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time be imposed or required by law and subject also as hereinafter provided;
- 3.1.22 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
 - (b) all transactions are reported promptly and regularly to the Trustees;
 - (c) investment performance is reviewed regularly with the Trustees;
 - (d) the delegation arrangement may be cancelled by the Trustees at any time;
 - (e) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (f) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - (g) the Financial Expert must not do anything outside the powers of the Charity;
- 3.1.23 to arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 3.1.24 to establish and support or aid in establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Charity;
- 3.1.25 to co-operate with other bodies and to exchange information and advice with them;

- 3.1.26 to enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 3.1.27 to acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 3.1.28 to enter into contracts to provide services to or on behalf of other bodies;
- 3.1.29 to provide or procure the provision of advice;
- 3.1.30 to take out such insurance policies as are necessary to protect the Charity;
- 3.1.31 to provide Indemnity Insurance for the Trustees (but only in accordance with article 31.3 and the restrictions imposed by the Charities Act);
- 3.1.32 to convert to a charitable incorporated organisation; and
- 3.1.33 to do all such other things as are necessary for the attainment of the Objects of the Charity or any of them.

4 Application of income and property

- 4.1 The income and property of the Charity shall only be applied to promote the Objects.
- 4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 5 applies if such a Member is a Trustee;
 - 4.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;

- 4.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity; and
- 4.2.5 any payment to a Member who is also a Trustee which is permitted under article 5.

5 Benefits and payments to Trustees and Connected Persons

5.1 A Trustee:

- 5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- 5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- 5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 31;
- 5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 5.2.2 sell goods, services, or any interest in land to the Charity;
- 5.2.3 be employed by, or receive any remuneration from the Charity; or
- 5.2.4 receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

- 5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
- 5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is

permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;

- 5.3.3 subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
- 5.3.4 receive reasonable and proper rent for premises let to the Charity;
- 5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
- 5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
- 5.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Commission.

5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:

- 5.4.1 the amount or maximum amount of the payment for the goods:
 - (a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to the Charity;
 - (b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- 5.4.3 the Supplier:
 - (a) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;

- (b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In article 5.3 and article 5.4, the "Charity" includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

6 Liability of members

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

6.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

7 Members

7.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

7.2 The Charity shall maintain a register of members. Every Member shall either sign a written consent to become a Member or sign the register of members and any person ceasing to be a Member shall be removed from the register.

7.3 Membership is not transferable.

8 Termination of membership

8.1 A Member shall cease to be a Member if they:

8.1.1 cease to be a Trustee; or

8.1.2 die.

9 Proceedings at General Meetings of Members

9.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.

9.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

9.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is five Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

9.4 A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.

9.5 The chair of Trustees shall chair general meetings of the Charity or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

9.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

9.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.

9.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not

disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

- 9.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

10 Written resolutions

- 10.1 Subject to article 10.4, a written resolution of the Members passed in accordance with this article 10 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:

10.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or

10.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.

- 10.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

- 10.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.

- 10.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

- 10.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.

- 10.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's

agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

- 10.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - 10.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 10.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
 - 10.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
 - 10.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
 - 10.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

11 Trustees

- 11.1 The number of Trustees shall not be less than seven or more than fifteen.
- 11.2 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

12 Powers of Trustees

- 12.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 12.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.

- 12.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

13 Appointment of Trustees

- 13.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by an Ordinary Resolution of the Trustees.
- 13.2 A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office until he or she has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 13.3 Where the minimum number of Trustees has been fixed and the number of Trustees falls below the proscribed minimum, it shall be lawful for the remaining Trustees to act for the purpose of appointing new Trustees but for no other purpose.
- 13.4 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded and shall be deemed not to have been appointed.

14 Retirement of Trustees

- 14.1 The usual term of office for a Trustee shall be three years, at the end of which they shall retire, on the date of the first meeting of the Trustees following the third anniversary of the date of that person's appointment as Trustee. Subject to article 14.2, a Trustee shall be eligible for reappointment by the Trustees for up to a further three terms, each of three years and may submit himself for re-appointment by the Trustees (either at the meeting of the Trustees at which he or she retired or at a subsequent meeting of the Trustees).
- 14.2 Subject to article 14.3, No Trustee shall serve for more than twelve consecutive years. Retired Trustees who have served for the maximum consecutive term may only be subsequently be re-appointed following a gap of one full term of three years.
- 14.3 Notwithstanding article 14.2, in exceptional circumstances the Trustees may, if they consider it to be in the best interests of the Charity, appoint a Trustee beyond his or her maximum term provided that such appointment should be reviewed annually. On the retirement of such Trustee, he or she may only be re-appointed as a Trustee following a gap of one full term of three years.

15 Disqualification and removal of Trustees

15.1 A Trustee shall cease to hold office if they:

- 15.1.1 resign by giving notice to the Charity;
- 15.1.2 cease to be a Director by virtue of any provision in the Act or is prohibited from being a company director by law;
- 15.1.3 are disqualified from acting as a charity trustee by virtue of section 178 of the Charities Act;
- 15.1.4 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 15.1.5 are removed by a resolution of a majority of the other Trustees for breaching their duties as a Trustee, or for breaching the Trustees' Code of Conduct (if any), or if a majority of the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity;
- 15.1.6 are removed by a resolution of the Members pursuant to section 168 of the Act;
- 15.1.7 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 15.1.8 if by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- 15.1.9 cease to be a Member of the Charity.

16 Proceedings of Trustees

- 16.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 16.2 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

16.2.1 the appointment of any such Trustee or person acting as a Trustee was defective; or

16.2.2 any or all of them were disqualified; or

16.2.3 any or all of them were not entitled to vote on the matter.

17 Calling a Trustees' meeting

17.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

17.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:

17.2.1 the time, date and place of the meeting;

17.2.2 the general particulars of the business to be considered at the meeting; and

17.2.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

17.3 Unless otherwise determined, every meeting of the Trustees shall be held at the office or at such other place in the United Kingdom as the Chair (if any) for the time being of the Trustees or (if there is no such chair) the company secretary shall direct.

18 Participation in Trustees' meetings

18.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

18.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19 Quorum for Trustees' meetings

19.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees. Unless otherwise fixed, the quorum shall be five.

- 19.2 A meeting of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretion by or under the regulations of the Charity for the time being vested in the Trustees.
- 19.3 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.4 If the total number of Trustees validly appointed at the time of the meeting is less than the quorum set pursuant to article 19.1, the Trustees shall not take any decision other than a decision to appoint further Trustees.

20 Chair and Vice-Chair

- 20.1 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees.
- 20.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within five minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

21 Decision-making by Trustees

- 21.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 22.
- 21.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

22 Written Resolutions of the Trustees

- 22.1 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees, shall be valid and effective as if it had been passed at a meeting of Trustees or as the case may be a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

23 Delegation by Trustees

- 23.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising of such member or members of the Trustees as they think fit.
- 23.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.
- 23.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
 - 23.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - 23.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 23.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 23.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 23.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 23.7 The Trustees may revoke or alter a delegation.
- 23.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

24 Conflicts of interest

- 24.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

24.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

24.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

24.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

24.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

24.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 24.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

25 Secretary

25.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

25.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

25.3 The Trustees may from time to time by resolution appoint (in a like manner and subject as aforesaid) an assistant or deputy company secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting.

26 Honorary Officers

- 26.1 The Trustees may from time to time appoint such Patrons and Vice-Patrons and such Presidents and Vice-Presidents and other honorary officers as the Trustees may think fit of the Charity or of any charitable institution, purpose or appeal from time to time conducted or undertaken by the Charity, and any person may be so appointed whether or not he or she is also a member of the Trustees. No remuneration (except by way of repayment of out-of-pocket expenses, if any) shall be paid to any person so appointed in respect of any such honorary office. Save as aforesaid every such appointment shall be for such period and on such terms as the Trustees shall think fit.

27 Minutes

- 27.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:
- 27.1.1 minutes of proceedings at general meetings;
 - 27.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
 - 27.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
 - 27.1.4 particulars of appointments of officers made by the Trustees.

28 Records and accounts

- 28.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 28.1.1 annual reports;
 - 28.1.2 annual returns; and
 - 28.1.3 annual statements of account.

- 28.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 28.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

29 Communications

- 29.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 29.1.1 by hand;
 - 29.1.2 by post;
 - 29.1.3 by suitable Electronic Means (where specific consent has been received from the Member or Trustee); or
 - 29.1.4 through publication in the Charity's newsletter or on the Charity's website.
- 29.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 29.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 29.3.1 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
 - 29.3.2 two clear days after being sent by first class post to that address;
 - 29.3.3 three clear days after being sent by second class or overseas post to that address;
 - 29.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 29.3.5 as soon as the recipient acknowledges actual receipt.
- 29.4 A technical defect in service of any notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

30 Irregularities

- 30.1 The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

31 Indemnity and Insurance

- 31.1 Subject to article 31.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- 31.1.1 every Trustee or former trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
- 31.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 31.2 Article 31.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 31.3 Subject to the provisions of section 189 Charities Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to him or her or loss or expenditure which he or she may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

32 Dissolution

- 32.1 If upon winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of it or their income and property to an extent at least as great as is imposed on the Charity or by virtue of this article 32.1, such institution or institutions to be determined, and if and so far as effect cannot be given to such provision, then to some other charitable object.

Fiona Crothers

From: Charity Commission Digital Services <digitalservices1@charitycommission.gov.uk>
Sent: 02 October 2019 14:20
To: Fiona Crothers; St. Leonard's Hospice York : 509294
Subject: St. Leonard's Hospice York - Ref. 1728757 Consent to Trustee Benefit Clause Change CRM:0001068

Dear Fiona Crothers

St. Leonard's Hospice York - 509294

Thank you for submitting the application to change your charity's trustee benefit clause. Your request has been successful and you now have the formal consent from the Charity Commission under s.198(2)(c) of the Charities Act 2011 to amend the trustee benefit clause to read:

5.1 A Trustee:

5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;

5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 31;

5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

5.2.2 sell goods, services, or any interest in land to the Charity;

5.2.3 be employed by, or receive any remuneration from the Charity; or

5.2.4 receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;

5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;

5.3.3 subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;

5.3.4 receive reasonable and proper rent for premises let to the Charity;

5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;

5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and

5.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Commission.

5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:

5.4.1 the amount or maximum amount of the payment for the goods:

(a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to the Charity;

(b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;

5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;

5.4.3 the Supplier:

(a) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;

(b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In article 5.3 and article 5.4, the 'Charity' includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

The trustees should ensure that they retain a copy of this consent for the charity's records.

Next Steps:

- You will now need to pass the resolution to make the change.
- You should then access the amendment service on our website and provide the date that the resolution was passed.
- You will then be prompted to upload a pdf copy of the resolution.

Yours sincerely

Charity Commission

This is an automated email response. This email box is not monitored so please do not reply to this email as it will not be picked up

Annwyl Fiona Crothers

St. Leonard's Hospice York - 509294

Diolch am anfon y cais i newid cymal buddion ymddiriedolwyr eich elusen. Mae'ch cais wedi bod yn llwyddiannus ac mae cydsyniad ffurfiol gennych gan y Comisiwn Elusennau o dan adran 198(2)(c) o Ddeddf Elusennau 2011 i newid y cymal buddion ymddiriedolwyr i ddarllen:

5.1 A Trustee:

5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;

5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 31;

5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

5.2.2 sell goods, services, or any interest in land to the Charity;

5.2.3 be employed by, or receive any remuneration from the Charity; or

5.2.4 receive any other financial benefit from the Charity.

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5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection

with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;

5.3.3 subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;

5.3.4 receive reasonable and proper rent for premises let to the Charity;

5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;

5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and

5.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Commission.

5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:

5.4.1 the amount or maximum amount of the payment for the goods:

(a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to the Charity;

(b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;

5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;

5.4.3 the Supplier:

(a) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;

(b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In article 5.3 and article 5.4, the 'Charity' includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

Dylai'r ymddiriedolwyr sicrhau eu bod yn cadw copi o'r cydsyniad hwn ar gyfer cofnodion yr elusen.

Y Camau Nesaf:

- Bydd angen i chi basio'r penderfyniad nawr i wneud y newid.
- Yna dylech ddefnyddio'r gwasanaeth diwygio ar ein gwefan a nodi'r dyddiad y cafodd y penderfyniad ei basio.
- Yna gofynnir i chi lanlwytho copi pdf o'r penderfyniad.

Yn gwir

Comisiwn Elusennau

Ymateb awtomataidd yw hwn. Nid yw'r cyfeiriad e-bost hwn yn cael ei fonitro, felly peidiwch ag anfon ymateb yma gan na chaiff ei godi

On track to meet your filing deadline? Charities have ten months from their financial year end to file their Annual Return and Accounts. Find out more at www.charitycommission.gov.uk. Remember to file on time and use our online services.

Want to know more about how we handle your data? See the Charity Commission's Personal information charter

<https://www.gov.uk/government/organisations/charity-commission/about/personal-information-charter>

Consider the environment. Please don't print this e-mail unless you really need to.

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For more information please visit <http://www.symanteccloud.com>
